



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **MP-6**
442.042

April 1, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SANTA CLARA YARD - PARCELS 1EX AND 1EX.1
EXCHANGE OF PROPERTY - CITY OF SANTA CLARITA
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Consider the Mitigated Negative Declaration adopted by the City of Santa Clarita on July 11, 2000, for the Capital Improvement Project No. S3005-Golden Valley Road/Soledad Canyon Road Interchange Project, find that the recommended properties exchange is within the scope of the Capital Improvement Project No. S3005-Golden Valley Road/Soledad Canyon Road Interchange Project, and find that these actions reflect the independent judgment of the County.
2. Declare the fee and easement interests in Santa Clara Yard, Parcels 1EX and 1EX.1, respectively, located at 21014 Golden Triangle Road in the City of Santa Clarita, are no longer required for the purposes of the Los Angeles County Flood Control District (District).
3. Approve and instruct the Chairman to sign the enclosed Agreement and Escrow Instructions for Santa Clara Yard Exchange between the District and Spirit Properties, Ltd (Spirit).

4. Approve the transfer of the District's Parcels 1EX and 1EX.1 in exchange for the District's acquisition of Lot 8 of Tract No. 42670-3, with improvements, referred to as Parcel 6, owned by Spirit.
5. Instruct the Chairman to sign the original Quitclaim Deed, sample enclosed as Exhibit E of the Agreement, upon presentation.
6. Authorize the Director of Public Works, or his designee, to enter into any agreements, modifications, and amendments necessary to carry out the exchange.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the District to enter into an agreement to quitclaim its interest in the property at 21014 Golden Triangle Road (Santa Clara Yard) in the City of Santa Clara to Spirit. In exchange, Spirit will convey fee title in Lot 8 of Tract No. 42670-3 to the District by Grant Deed.

Spirit and the City entered into an agreement to construct Golden Valley Road from Spirit's tract boundary to Soledad Canyon Road. Because this project will impact the Santa Clara Yard, Spirit offered to give the District a parcel of land within its Tract No. 42670-3, relocate and replace, where necessary, all improvements, construct a new office building and warehouse, and pay all costs associated with the relocation of improvements and transfer of land. In exchange, the District will quitclaim all right, title, and interest it has in the Santa Clara Yard, including the improvements thereon, to Spirit.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Service Excellence because maintaining our flood control facilities provides flood protection to residents, which improves the quality of life in the County.

FISCAL IMPACT/FINANCING

The land and new improvements the District will acquire will be of equal or greater value, utility, and functionality than those parcels the District will quitclaim to Spirit. In addition, Spirit has agreed to pay all costs associated with the relocation of improvements, transfer of land, and construction of a new building and warehouse. The

District will be responsible to provide plans for the new building and warehouse. The City of Santa Clarita has agreed to guarantee the performance of Spirit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The exchange is not considered adverse to the District's purposes and is in the District's interest. The Agreement and Escrow Instructions for Santa Clara Yard Exchange sets forth each party's obligations associated with the exchange of land and relocation of improvements. The Agreement also provides for the District to execute the Quitclaim Deed within 60 days from the date of the Agreement. The Quitclaim Deed will be delivered to Escrow with the other documents required to complete the exchange.

The Quitclaim Deed will not transfer rights to any oil, gas, petroleum, or other hydrocarbons and minerals. The Agreement has been approved by County Counsel and will be recorded.

ENVIRONMENTAL DOCUMENTATION

The Capital Improvement Project No. S3005-Golden Valley Road/Soledad Canyon Road Interchange Project Mitigated Negative Declaration was adopted by the City of Santa Clarita on July 11, 2000. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this exchange.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The District will be able to maintain its operations during Spirit's relocation of the District's improvements.

CONCLUSION

Enclosed are three originals of the Agreement and Escrow Instructions for Santa Clara Yard Exchange. Please have the original and duplicates signed by the Chairman and acknowledged by the Executive Officer of the Board of Supervisors. Please return the executed original and one duplicate to this office, retaining one duplicate for your files.

The Honorable Board of Supervisors
April 1, 2004
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

DR:in
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Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

**AGREEMENT AND ESCROW
INSTRUCTIONS FOR SANTA CLARA YARD EXCHANGE**

This Agreement and Escrow Instructions for Santa Clara Yard Exchange (the "Agreement") is hereby entered into as of this ____ day of _____, 2004, by and between Spirit Properties. Ltd., a California corporation ("Spirit"), and the Los Angeles County Flood Control District, a body corporate and politic (the "District").

Recitals

WHEREAS, Spirit applied with the City of Santa Clarita (the "City") for approval of Spirit's subdivision pursuant to Spirit's Tract Map No. 42670-3 (the "Tract"); and

WHEREAS, in connection with approval of the Tract, the City desires to mitigate traffic impacts to the City in the areas surrounding Spirit's development by providing certain improvements for a road designated as "Golden Valley Road" traversing the Tract in a northerly direction to Soledad Canyon Road; and

WHEREAS, the improvement of Golden Valley Road would interfere with access to the District's maintenance facility (the "Existing Yard") located at 21014 Golden Triangle Road, Santa Clarita, California, as shown on Exhibit "A" and described in Exhibit "B" attached hereto; and

WHEREAS, a maintenance yard in the vicinity of the Existing Yard is needed for the purpose of maintaining various public works; and

WHEREAS, Spirit identified certain property in the vicinity of the Existing Yard shown as Lot 8 of Tract No. 42670-3, which provides approximately 3.06 acres of usable land, and which is shown on Exhibit "C" and described in Exhibit "D" attached hereto and made a part hereof (the "Spirit Exchange Property"); and

WHEREAS, to compensate for interfering with the District's access to the

Existing Yard, and in exchange for the Existing Yard, Spirit is willing to convey to the District, and the District is willing to accept, the Spirit Exchange Property with improvements (the "New Improvements") , listed on exhibit H, aimed to replace those which currently exist on the Existing Yard; and

WHEREAS, the parties intend for the District's operations not to be disrupted as a result of the transition from the Existing Yard to the Spirit Exchange Property and

WHEREAS, Spirit will construct the New Improvements to the District's satisfaction based on plans and specifications approved by the District, as set forth in this Agreement, and

WHEREAS, the District will inspect the Spirit Exchange Property and the New Improvements, which must be completed to the District's standards as set forth in the plans and specifications, prior to the District accepting the Spirit Exchange Property; and

WHEREAS, upon completing an investigation and accepting the Spirit Exchange Property and New Improvements within the time set forth in this Agreement, the District is willing to quitclaim to Spirit the Existing Yard under the terms of this Agreement; and

WHEREAS, following the closing of escrow for the exchange of the above properties, Spirit will relocate the District's personal property from the Existing Yard to the Spirit Exchange Property as set forth in this Agreement.

NOW, THEREFORE, under the terms, conditions, and consideration as set forth herein, Spirit and District agree as follows:

1. INVESTIGATION OF SPIRIT EXCHANGE PROPERTY

Spirit shall provide and deliver to the District the following items (the "Inspection Items") at no cost to the District:

- A. Within five (5) calendar days of the date of this Agreement, a preliminary title report (the "PTR") prepared by Chicago Title Company (the "Title Insurer") for the Spirit Exchange Property showing any and all exceptions to coverage under the Title Insurance Policy (as defined in Section 5.B.2 below). Within twenty (20) calendar days after the District's receipt of the Survey and supplement to the Preliminary Title Report, issued following examination of Survey by the Title insurer prepared and delivered to the District pursuant to the immediately following Subsection 1.B below, the District shall identify and deliver to Spirit a written list of those items that are acceptable as exceptions to insurance coverage (the "Approved Exceptions") under the Title Insurance Policy; and
- B. Within thirty (30) calendar days of the date of this Agreement, a land survey (the "Survey") of the Spirit Exchange Property, prepared by a licensed surveyor or registered civil engineer pursuant to the most current "minimum standard detail requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping," certified with a Surveyor's Certificate in the form acceptable to the District; and
- C. District acknowledges that Spirit has delivered a Phase 1 environmental site assessment of the Spirit Exchange Property (the "Phase 1"). Spirit represents that the Phase 1 was prepared by a licensed civil engineer or an engineering geologist registered with the State of California, in accordance with "E1527-97 Standard Practice for Environmental Site

Assessment: Phase 1 Environmental Site Assessment Process” as published on October 10, 1996 by the American Society for Testing and Materials and is accurate in all material respects

- D. Within five (5) calendar days of the date of this Agreement, Spirit shall provide for the District’s review copies of the items (“Additional Due Diligence Items”) set forth in Paragraphs (1) through (6), below:
- (1) the most recent real property tax bill affecting the Spirit Exchange Property; and
 - (2) to the extent in Spirit’s knowledge possession or control, all surveys, development agreements, plans and specifications, physical condition reports, including, but not limited to, soils and other geological reports and environmental reports (including, but not limited to, a Phase 1 environmental report) and all other reports relating to the Spirit Exchange Property; and
 - (3) to the extent in Spirit’s possession or control, any other reports, studies, tests and other materials relating to the Spirit Exchange Property; and
 - (4) to the extent within Spirit’s possession or control, copies of all documents containing or referencing any unrecorded covenants, conditions or restrictions that may presently or in the future affect the Spirit Exchange Property; and
 - (5) The following disclosure statements, each completed and executed by Spirit, promulgated by the American Institute of Real Estate Agents:

- i. Seller's Mandatory Disclosure Statement and
 - ii. Property Information Sheet (the "Spirit Disclosure Report");
 - and
- (6) Spirit shall immediately deliver to District copies of any additional documentation relating to the Sprit Exchange Property as the District may request, which request must me made in writing within ten (10) days of the date of this Agreement.
- E. Within thirty (30) calendar days of the date of this Agreement, a geotechnical report for the Spirit Exchange Property, reviewed by the City of Santa Clarita, that must address all grading, compaction, onsite and offsite geotechnical hazards, and slope stability of the Spirit Exchange Property.
- F. Notwithstanding the foregoing, Spirit shall not be responsible for the District's overhead costs or any cost incurred by the District in employing the District's own personnel in receiving and reviewing the items in subsections A-E above, or in connection with this Agreement.

2. SPIRIT'S OBLIGATIONS RE: NEW IMPROVEMENTS

- A. Within ten (10) calendar days upon Spirit obtaining written acknowledgement from the District having received the last of the Inspection Items, the District shall provide either: i) a written notice ("Notice of Disapproval") to Spirit communicating the items relating to the Spirit Exchange Property of which the District disapproves, at the District's sole and absolute discretion; or ii) notice (the "Notice to Proceed") for

Spirit to proceed with the New Improvements and the Building.

- B. For a period of five (5) calendar days (the "Fix-Option Period"), from delivery of a Notice of Disapproval by District, Spirit shall have the option to decide whether to fix the disapproved items to the District's reasonable satisfaction, or Spirit may elect to terminate this Agreement with no further obligation to either party. If Spirit fails to elect to terminate this Agreement within the Fix-Option Period, Spirit must make its best efforts to complete the repairs of the disapproved items to the District's reasonable satisfaction within a period of sixty (60) calendar days from the date of the Notice of Disapproval. If Spirit fails to correct the disapproved items within said sixty (60) calendar days, or within any reasonable extension of time provided by the District in writing following the expiration of the Fix-Option Period, the District shall have the option to terminate this Agreement, with no further obligation to either party. If all items on the Notice of Disapproval are corrected to the District's reasonable satisfaction or if the District fails to issue a Notice of Disapproval within sixty (60) calendar days of the District's written acknowledgement of the District's receipt of the last of the Inspection Items, the District will then issue a Notice to Proceed.
- C. Upon delivery of Notice to Proceed , Spirit shall design and construct the New Improvements pursuant to plans and specifications (the Plans and Specs") attached hereto as Exhibit "I".
- D Upon delivery of a Notice to Proceed, Spirit shall construct a new building structure and wood framed warehouse (collectively, the "Building") in the

following manner:

- (1) pursuant to plans and specifications provided by the District;
- (2) The building structure shall be of "Type V" construction, pursuant to the Title 26 of the Los Angeles County Code (the "Los Angeles County Building Code"), no larger than 3500 square feet in area, of medium quality equal to or better in materials, workmanship, and overall finish as the Longden Yard Flood Control District building constructed in 1995;
- (3) the warehouse shall be no larger than 2500 square feet;
- (4) District shall provide construction plans for the Building approved by the County's Department of Public Works, at no cost to Spirit;
- (5) At District's expense, District will coordinate with the County of Los Angeles to arrange for an on-site building inspector during the construction of the Building, for the purpose of providing immediate inspection services and, if applicable, for the District to issue required notices of correction or acceptance in accordance with law and approved plans and specifications; and
- (6) Upon Spirit complying with all applicable legal requirements and/or codes relating to the construction of the Building and New Improvements, District shall coordinate with the County of Los Angeles for the District's issuance of the certificate(s) of occupancy, at no cost to Spirit.

E. Notwithstanding any other provision in this Agreement, including the

acceptance of the Spirit Exchange Property "as is" pursuant to Section 6 below, the Acceptance of Improvements (as defined below), and/or any of District's actions relating to the Plans and Specs or any design, inspection, review, approval, disapproval, issuance or non-issuance of lists of deficiencies or any exercise of the District's rights hereunder Spirit shall: 1) design and construct all New Improvements, complete the Relocation (as defined below) and construct the Building in accordance the Los Angeles County Building Code and all applicable laws, rules and regulations, including without limitation, in accordance with the Federal Americans with Disabilities Act and pursuant to all applicable permits; and 2) Spirit shall design and construct the New Improvements, complete the Relocation and construct the Building in a competent and workman-like manner, free from defects and to the District's reasonable satisfaction.

- F. Within ten (10) calendar days of receiving written notice from Spirit of completion of the New Improvements and the Building, the District shall inspect the New Improvements and the Building. Within ten (10) calendar days of the inspecting the New Improvements and the Building, the District shall either accept the New Improvements and/or the Building or issue a list of deficiencies that describes any aspect of the New Improvements and/or Building that the District deems needs correction or reconstruction (the "List of Deficiencies"). Spirit shall immediately repair or replace the New Improvements and/or the Building to correct all items described on the List of Deficiencies. Upon seven (7) calendar days of Spirit delivering to the District written notice that the deficiencies have been corrected, the

District shall re-inspect the New Improvements and the Building, at which time the District shall either accept the New Improvements and/or Building or issue a new List of Deficiencies. Items not disapproved by the District within the times set forth herein shall be deemed approved by the District. Within fourteen (14) business days from when the District determines the New Improvements and the Building completed and all items on all Lists of Deficiencies repaired or replaced to the District's reasonable satisfaction, the District shall accept the New Improvements and Building by issuing to Spirit a written notice of acceptance (the "Acceptance of Improvements"). Without relieving Spirit of any of its obligations in this Agreement, Spirit shall deliver to the District prior to the Close of Escrow a written assignment to the District of any and all warranties delivered to Spirit by any designers, contractors and material suppliers relating to the design and construction of the New Improvements and/or the Building.

- G. Spirit shall provide the District unlimited access to the Spirit Exchange Property and to any Spirit's records relating to the Spirit Exchange Property at all times prior to the Close of Escrow (as defined in Section 5B. below) for any purpose, including inspecting the Spirit Exchange Property, the Building or the New Improvements and to monitor Spirit's performance under this Agreement.

3. SPIRIT'S OBLIGATION TO RELOCATE DISTRICT PROPERTY

- A. In addition to the New Improvements and the Building, prior to the Close

of Escrow, Spirit shall relocate (the "Relocation") at Spirit's sole cost and expense all of the District's property that is listed on Exhibit "G" (the "Relocation Property") from the Existing Yard to the Spirit Exchange Property.

- B. Spirit shall erect or place the Relocation Property on the Spirit Exchange Property pursuant to the site plan shown on Exhibit "J" attached hereto.
- C. Within seven (7) calendar days receiving from Spirit notice that Spirit completed the Relocation, the District shall inspect the final location and placement of the Relocation Property. Within ten (10) calendar days of the District's inspection, District shall either accept the Relocation or issue a list of deficiencies, and the Relocation shall be accepted if no such list is delivered within such period. Spirit shall repair, replace, or adjust the Relocation Property.
- D. Spirit shall compensate the District for the replacement value of any and all items listed on Exhibit "G" that may have become lost or damaged as a result of the Relocation except to the extent of damage caused by the County.

4. GENERAL TERMS OF EXCHANGE

- A. Except as may be otherwise provided in this Agreement, Spirit shall be fully and solely responsible to bear all costs and expenses associated with, the Relocation and construction of the New Improvements and Building.
- B. Within sixty (60) calendar days following the date of this Agreement, the District shall prepare, duly execute, notarize, and deliver to the Escrow

Holder (as defined in Section 5 of this Agreement), a recordable quitclaim deed substantially in the form attached hereto as Exhibit “E” (the “District’s Quitclaim Deed”) for the purpose of conveying to Spirit the District’s right, title and interest to the Existing Yard in accordance with the terms and conditions in this Agreement. The District represents that neither the District nor the County has transferred any interest in the Existing Yard. Prior to the Close of Escrow, the District shall neither cause nor permit any divestiture or alienation of its title to the Existing Yard.

- C. Within twenty (20) calendar days following the date of this Agreement, the District shall prepare and deliver to Spirit a recordable grant deed substantially in the form attached hereto as Exhibit “F” (the “Spirit’s Grant Deed”) for the purpose of Spirit conveying to the District fee title to the Spirit Exchange Property in accordance with the terms and conditions in this Agreement. Five (5) calendar days following delivery of the Grant Deed, Spirit shall duly execute, notarize, and deliver the Grant Deed to the Escrow Holder.
- D. Upon the Close of Escrow, Spirit shall provide the District with legal access to the Spirit Exchange Property, through an open and dedicated public street, paved and improved pursuant to the road improvement plans for Tract 42670-3, as approved by the City of Santa Clarita.
- E. Within thirty (30) calendar days after completion of the Relocation pursuant to Section 3 above, the District shall vacate and abandon the Existing Yard. All items remaining on the Existing Yard, at the District’s

sole discretion, after said thirty (30) calendar day period (the "Remaining Items") shall become the property of Spirit on an "as is" basis. The District makes no promise and warranty or representation in connection with any Remaining Items;

- F. As a condition of the Closing, without relieving Spirit of any of its obligations in this Agreement, the City of Santa Clarita must deliver to the District, in the form acceptable to the District, a guarantee of Spirit's performance under Section 3 of this Agreement (the "City Guarantee").

This condition shall be for the sole benefit of the District.

5. ESCROW

A. Opening Escrow

- (1) Spirit shall within five (5) calendar days from the execution of this Agreement, establish escrow ("Escrow") with Chicago Title Company, 131 North El Molino, #150, Pasadena, CA 91101; Attn: Karl Daly Sr., Title Officer and Louis McCauley, Sr. Escrow Officer, or other mutually agreeable escrow company (the "Escrow Holder") for the transaction subject of this Agreement.
- (2) Each party shall execute and deliver to the Escrow Holder all documents required in connection with the terms of this Agreement and those which Escrow Holder may reasonably require to enable it to accomplish the Close of Escrow (as defined in Station 5.B below). If the Escrow Holder should be unable or unwilling to act, the District shall designate another Escrow Holder, subject to Spirit's approval, which shall not be unreasonably withheld.

- (3) Within thirty (30) calendar days of the execution of this Agreement, this Agreement along with additional written instructions required by the Escrow Holder for the Close of Escrow shall constitute the joint escrow instructions of District and Spirit to the Escrow Holder.

B. Close of Escrow:

The Escrow Holder shall proceed to close escrow (the "Close of Escrow") by recording the District's Quitclaim Deed and the Spirit's Grant Deed in the official records of the Office of the County Recorder of the County of Los Angeles and delivering to each of the parties any funds held or remaining to their respective accounts, if any, only upon the District's counsel having confirmed to the Escrow Holder, of the complete and absolute fulfillment of the immediately following Conditions to Closing:

Conditions ("Conditions to Closing"):

1. Final Tract Map No. 42670-3 must have been be recorded with the office of the Los Angeles County Recorder; and
2. The Title Insurer must have issued or be in a position to issue an ALTA Owner's Policy of Title Insurance (the "Title Insurance Policy") naming the District as the owner in fee of the Spirit Exchange Property, with coverage in the amount of One Million Five Hundred Thousand dollars (\$1,500,000), excepting from title coverage only the Approved Exceptions. Any title insurance or other insurance to be obtained in favor of Spirit as the beneficiary including regarding the Existing Yard shall not be a condition of the Close of Escrow and shall be the sole responsibility of Spirit; and

3. The District must have completed or be deemed to have completed its Acceptance of New Improvements and Building pursuant to Section 2.F above; and
4. All certificate(s) of occupancy for the New Improvements and/or Building must have been issued to the District; and
5. Spirit must have paid or provided for all costs and expenses relating to the transaction subject of this Agreement, including the premium for the Title Insurance Policy, escrow fees, and all recording fees; and
6. Spirit must have completed the Relocation on to the District's satisfaction, pursuant to Section 3 of this Agreement; and
7. The Survey must have been delivered to the District pursuant to Section 1.B of this Agreement; and
8. Spirit must have paid any and all real property taxes, fees or assessments relating to or due against the Spirit Exchange Property for the period preceding the Close of Escrow. Alternatively, Spirit must have deposited with Escrow Holder, for the District's account, an amount equivalent to the real property taxes, fees or assessments due against the Spirit Exchange Property for the period preceding the Close of Escrow; and
9. Spirit must have amended certain "Declaration of Covenants Conditions and Restrictions" (the "CC&R's") recorded as Instrument No. 87-1828158 to remove the CC&R's from the Spirit Exchange Property (Lot 78 of Tentative Tract No. 42670); and
10. The City must have delivered to the District the City Guarantee.

C. Termination of Escrow

If the proposed transaction as described in this Agreement is not completed and this Agreement is terminated under the terms herein for any reason, the Escrow Holder shall terminate the Escrow and return the items delivered to the Escrow Holder to each respective party and Spirit shall diligently take all necessary acts to restore the Existing Yard to a condition satisfactory to the District within a period of thirty (30) calendar days from the date that the Escrow is terminated.

6. EXISTING YARD AND SPIRIT EXCHANGE PROPERTY TRANSFERRED "AS IS"

- A. Following the Close of Escrow, except as otherwise provided in this Agreement, Spirit accepts the Existing Yard on an "as is" condition.
- B. Following the Close of Escrow, except as otherwise provided in this Agreement, *i.e.*, without invalidating or voiding any representation and/or warranty or obligation by Spirit in favor of the District in this Agreement, including, without limitation, under Section 2 above and including relating to quality or design and/or construction or completion of the New Improvements, Building, and/or Relocation, the District accepts the Spirit Exchange Property on an "as is" condition.
- C.. Each party acknowledges to have had full access to the property that it is acquiring herein (each party's property to be acquired herein is individually referred to herein as the "Acquired Property") and to have conducted any and all physical, environmental, title-related or other investigations that such party deems necessary or appropriate in connection with the

Acquired Property and, except as set forth explicitly in this Agreement, and to not have relied on any statement or representation of the other party or on behalf of the other party in making its decision to accept the Acquired Property an "as is" condition.

- D. Except as set forth in this Agreement, following the Close of Escrow, each party hereby fully releases the other party from any and all liability or responsibility relating to the Acquired Property, including, without limitation, in connection with any and all physical aspect of the property, any environmental contamination, the condition of the soil, the condition of any improvements thereon, and the status of legal title to the Acquired Property. Nothing herein shall be construed as releasing the party that owned the Acquired Property prior to the Close of Escrow or from its own negligence, intentional misconduct or that of its agents, employees or contractors. Spirit shall be responsible for obtaining its own title insurance if any and any other insurance relating to the Existing Yard for any and all risks that post-date the Close of Escrow.
- E. Except as set forth in this Agreement, neither party makes any warranty or representation as to any aspect of the condition of the Acquired Property such party is conveying under this Agreement, including, without limitation, with regard to the condition of the soils or any aspect of such Acquired Property, and including any environmental contamination or any leaks or seepage from underground petroleum product storage tanks (the "Tanks") that may exist thereon. Notwithstanding any other indemnity provision contained in this Agreement, and without otherwise limiting any other

remedy available in law or in equity including without limitation, equitable indemnity, each party shall release the other party from any and all loss, damage, claim, cost, and/or expense, resulting in connection with any contamination or hazardous material that pre-existed the Close of Escrow relating to the Acquired Property.

- F. Each party expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California in any way relating to the release as set forth in the foregoing subsection 6.F. and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the release, which if known by them must have materially affected his settlement with the debtor."

7. UNSATISFACTORY OR UNTIMELY PERFORMANCE BY SPIRIT

- A. Spirit acknowledges that the District's operations are not to be disrupted, and Spirit shall cooperate and coordinate with the District to ensure a seamless transition from the Existing Yard to Spirit Exchange Property.

8. ASSESSMENTS AND TAXES/PRORATIONS

Spirit shall be solely and completely responsible for all local or federal property or income taxes or assessments levied against or in connection with the Spirit Exchange Property or the transaction subject of this Agreement and for the period in which Spirit holds or has held any interest in the Spirit Exchange

Property.

- A. Escrow Holder shall prorate real property taxes and assessments on the Spirit Exchange Property as of the Close of Escrow based on the most official current real property tax information available from the county Assessor's office in which the property is located or other assessing authorities. If real property tax and assessment figures for the current fiscal year are not available, real property taxes shall be prorated based on the real property taxes for the previous year. Spirit shall pay or provide for any real property taxes attributable to the period of Spirit's ownership of the Spirit Exchange Property. Without creating any obligation to the District or to the County of Los Angeles, Spirit reserves the right to meet with governmental officials and to contest any reassessment concerning or affecting Spirit's obligations under this paragraph.
- B. All prorations shall be made as of the Close of Escrow on the basis of the actual days of the month in which the Close of Escrow occurs. All rents, income and profits, if any, derived from the Spirit Exchange Property, along with all expenses shall be prorated at the Close of Escrow with appropriate debits and credits to the accounts of District and Spirit so that, as between District and Spirit, Spirit shall receive or have deducted, as appropriate, all of the same to the extent duly allocable to the period ending on the date immediately prior to the Close of Escrow and District shall receive or have deducted, as appropriate, all of the same to the extent duly allocable to the period commencing upon the Close of Escrow.
- C. The transaction subject of this Agreement is unrelated to any tax

treatment to Spirit, including, without limitation, any expectation of any tax-free treatment as a result of any rules or laws relating to the exchange of land or property. The District makes no warranty or representation to Spirit in connection with any tax treatment relating to the herein transaction.

9. SPIRIT'S OBLIGATION TO DEFEND AND INDEMNIFY DISTRICT

Without limiting any other remedy available to the District by law, in equity, or under this Agreement, Spirit shall indemnify, defend, release, and hold harmless the District, the County of Los Angeles and its special districts, and their Supervisors, officers, officials, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, charges, penalties, and expenses (including attorneys', engineers', consultants', and expert witness' fees and costs incurred in defending against any of the foregoing) of any kind whatsoever, paid, incurred or suffered by any Indemnified Party, or asserted against the Spirit Exchange Property (collectively, the "Loss"), directly or indirectly arising from or attributable to Spirit's construction (but not design) of the New Improvements, construction of the Building, or completion of the Relocation. In addition, without limiting any remedy otherwise available to the District in law, equity or in this Agreement, Spirit shall procure adequate insurance satisfactory to the District, naming the District as an additional insured to cover for the preceeding risks. Nothing in this Agreement shall obligate Spirit to indemnify the District for the District's own negligence or willful misconduct.

10. NOTICES

Unless otherwise provided hereto, notices desired or required to be given by this Agreement or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope with postage prepaid, certified mail, return receipt requested, with the United States Postal Service addressed as follows:

To Spirit:

Spirit Properties, Ltd.
21070 Centre Pointe Parkway
Santa Clarita, CA 91350
Attention: Mr. Larry Rasmussen

With a copy to:

Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Attention: Guy Maisnik, Esq.

or

To District:

County of Los Angeles
Department of Public Works
Mapping & Property Management Division
900 South Fremont Avenue, 10th Floor
Alhambra, California 91803-1331

11. WAIVER OF BENEFITS

Spirit hereby waives the provisions of Government Code Section 7267-7267.7 (the Relocation Assistance Act of the State of California), generally requiring

public agencies to provide the owners of real property an offer to just compensation based on an appraisal. Spirit acknowledges that the District is not acting as an acquiring party in the transaction subject of this Agreement and that said transaction is being performed merely to accommodate Spirit in the manner explained in the above recitals.

12. GENERAL PROVISIONS

- A. Headings. The headings herein shall not be deemed a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- B. Time. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- C. Waivers. Any waiver of the terms and conditions of this Agreement must be in writing and signed by authorized representatives of each party. No conduct of any party shall be deemed to constitute a waiver.
- D. Merger. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement and shall supersede all prior or contemporaneous oral or written arrangements or understanding pertaining to any such matter.
- E. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereto and such other provisions shall remain in full force and effect.

- F. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.
- G. Choice of Law. This Agreement shall be governed by the laws of the State of California, exclusive of conflict of law provision.
- H. Amendment. All changes, amendments, or supplements to this Agreement must be in writing executed by Spirit and the District.

13. ASSIGNMENT

This Agreement may only be assigned by either party hereto only upon the written consent of the other party, which consent may be withheld at each of the parties' sole and absolute discretion.

14. WARRANTY OF AUTHORITY

Spirit and each of the signatories herein on behalf of Spirit hereby personally covenants, guarantees, and warrants that each and all of them, jointly and severally, has the power and authority to execute this Agreement upon the terms and conditions stated herein. In addition to any other indemnity in this Agreement. Spirit and each of the signatories herein on Spirit's behalf agrees to indemnify, defend and hold harmless District from all damages, cost, and expenses which result from a breach of this material representation.

15. COMMISSIONS

Each of Spirit and District represent and warrant to the other that they are

unaware of any commission, finder's fee or brokerage fee (collectively, "Brokerage Fees") arising out of the transactions contemplated by this Agreement, other than with respect to the representation of Spirit by Grubb & Ellis, pursuant to separate agreement. Spirit shall be responsible for the payment of any commission, finder's fee or brokerage fee to Grubb & Ellis. District shall indemnify, defend and hold Spirit harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitations, attorney's fees and court costs, in connection with claims for any such commissions, finders' fees or brokerage fees arising out of the inaccuracy of the foregoing representation and/or warranty of the District. Spirit shall indemnify, defend and hold District harmless from and against any and all liabilities, claims, demands, costs and expenses, including, without limitation, attorneys' fees and costs in connection with claims for any such commissions, finders' fees or brokerage fees arising out of the inaccuracy of the foregoing representation and/or warranty of Spirit.

16. DAMAGE OR DESTRUCTION: CONDEMNATION

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code.

17. SPIRIT'S REPRESENTATIONS AND WARRANTIES: OPERATING COVENANTS

In addition to any other warranty and/or representation Spirit makes in this Agreement, Spirit represents and warrants to the District that as of the date of

this Agreement and as of the Close of Escrow:

1. Spirit is duly organized, validly existing, and in good standing under the laws of the state; and
2. Spirit has the full power and authority to execute, deliver and perform its obligations under this Agreement.
3. This Agreement constitutes a legal, valid and binding obligation of Spirit enforceable in accordance with its terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium or similar laws or by equitable principles affecting creditors' rights generally or the rights of buyers and sellers of real or personal property generally; and
4. The execution, delivery and performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby:
 - A. will not result in a breach or violation of any contract, commitment or restriction to which it is a party or by which it is bound; and
 - B. do not require any consent, approval or other authorization of any person, entity or authority not previously obtained.
5. Spirit is not aware of and has not received any notice that there are Hazardous Materials on, under, or relating to the Spirit Exchange Property and that the Spirit Exchange Property is not in violation of any laws, including, relating to environmental contamination or Hazardous Materials.

18. COUNTERPARTS, HEADINGS AND DEFINED TERMS

This Agreement may be executed in counterparts, each of which shall be an

original, but all of which together shall constitute one agreement. The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

19. THIRD PARTIES

This Agreement is entered into for the sole benefit of District and Spirit and their respective permitted successors and assigns. No party other than District and Spirit and such permitted successors and assigns shall have any right of action under or rights or remedies by reason of this Agreement.

20. FURTHER ACTS

Each party agrees to perform any further acts and to execute and deliver such further documents that may be reasonably necessary to carry out the terms of this Agreement.

21. INDEPENDENT COUNSEL

District and Spirit each acknowledges:

1. to have been represented by counsel in connection with this Agreement;
2. to have executed this Agreement with the advice of such counsel; and
3. this Agreement to be the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. Any uncertainty or ambiguity in this Agreement shall not be construed against either party due to the identity of the drafter of this Agreement.

22. EXHIBITS

Each reference to an exhibit in this Agreement shall mean the exhibit attached to this Agreement. Each such exhibit is incorporated herein by this reference. In the event that an exhibit is not attached to this Agreement at the time of its execution, then in such event the parties agree that they shall use their best efforts to prepare forthwith and attach such exhibit to this Agreement.

23. RECITALS

The Recitals are incorporated herein as though set forth in full hereas.

24. FORCE MAJEURE

In the event that either party hereto is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or orders, riots, insurrection, war or other reason of a like nature not the fault of or within the control of the party delayed in performing work or doing acts required under the provisions of this Agreement, then performance of such act shall be excused for the period of the delay and the period to the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. AUTHORITY

Each individual executing this Agreement herein below on behalf of Spirit hereby represents and warrants to have the requisite capacity and authority to bind Spirit to the terms and conditions in this Agreement.

IN WITNESS WHEREOF, Spirit has caused this Agreement to be duly executed, and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by its Executive Officer the day, month, and year first above-written.

26. TIME LIMIT FOR APPROVALS

Where notice of approval or disapproval of any particular thing is required or a list of approved or disapproved items be given or acknowledged or other acts of similar import, (i) the time period for such actions shall be 5 business days unless a more specific time is stated in this Agreement, and (ii) within such time, to the extent such notice of disapproval or the list of disapproved items is not given or other actions not taken, within the appropriate time stated, then approval shall be deemed given and a notice of approval of such items shall be deemed given or action deemed taken.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the day and year first above written by and through their respective duly authorized officers

SPIRIT PROPERTIES LTD.,
a California corporation

By _____
President

By _____
Secretary

(Corporate Seal)

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chairman, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED as to form

LLOYD W. PELLMAN, County Counsel

By _____
Deputy

DR:adg

P6\SCLARITA AGR

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On MARCH 23, 2004, before me, MARY E. FAGAN, NOTARY PUBLIC,
the undersigned, personally appeared LARRY RASMUSSEN, PRESIDENT AND SECRETARY
(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary E. Fagan
(Signature)

MARY E. FAGAN

(Name, Typed or Printed)



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM (FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On _____, before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

APPROVED as to title and execution,
_____, 20_____
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

MARTIN J. YOUNG
Supervising Title Examiner III

By _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated _____

By _____

ASSISTANT DEPUTY DIRECTOR
Mapping & Property Management Division

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 20_____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED as to form

LLOYD W. PELLMAN, County Counsel

By _____
Deputy

APPROVED as to title and execution, _____, 20_____. DEPARTMENT OF PUBLIC WORKS Mapping & Property Management Division MARTIN J. YOUNG Supervising Title Examiner III By _____

PAR. NO.	GRANTOR	VESTING DEED	DEED TO L.A.C.F.C.D.
1A	GOLDEN TRIANGLE CORPORATION	OR D3228-142 OR D4647-176	type of deed recorded
1B	GOLDEN TRIANGLE CORPORATION	OR D3228-142 OR D4647-176	type of deed recorded

RS. 27-40
C.S.B.-2874-3

SOLEDAD CANYON

SOUTHERN

PACIFIC

RANCHO FRANCISCO

P. 1 - 521 & 522

SEC. 24 T. 4 N. R. 16 W.

RS. 21-6

SEE 442-RW 2

R. 15 W. S.B.M.
N.W. 1/4, SEC. 19
RS. 12-40

E'ly boundary Rancho San Francisco
P. 1-521 & 522

SYN.	GRANTEE	DEED	PURPOSE
△	GOLDEN TRIANGLE CORPORATION	OR D400-728	INGRESS, EGRESS & UTILITIES
△	S.O. CALIF. Edison Co.	OR D472-447	POLE LINES
△	S.O. CALIF. GAS CO.	OR D786-49	PIPE LINES
△	GOLDEN TRIANGLE CORPORATION	OR D3228-142	INGRESS, EGRESS, AND UTILITIES
△	COUNTY OF LOS ANGELES	OR D4490-560	SANITARY SEWERS

LEGEND
Record distances shown in ().
0000 = area of parcel.
00000 = area of total holding.

SCALE IN FEET
1" = 100'

DETAIL "A"
NOT TO SCALE

APPROVED K.S.B.J.T.	REVIEWED C.I. 264-117 249-117	DATE 12-18-09
CONCEDED J.H.	APPROVED B.C.L.	
SUBMITTED 10/19/09		
RECOMMENDED 10-28-11		
APPROVED 10/19/09		
DATE 9-11-03 SCALE: AS SHOWN		
NO 442 - RW 1		

SANTA CLARA YARD

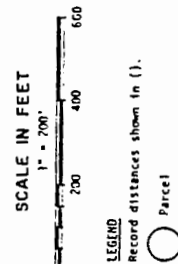
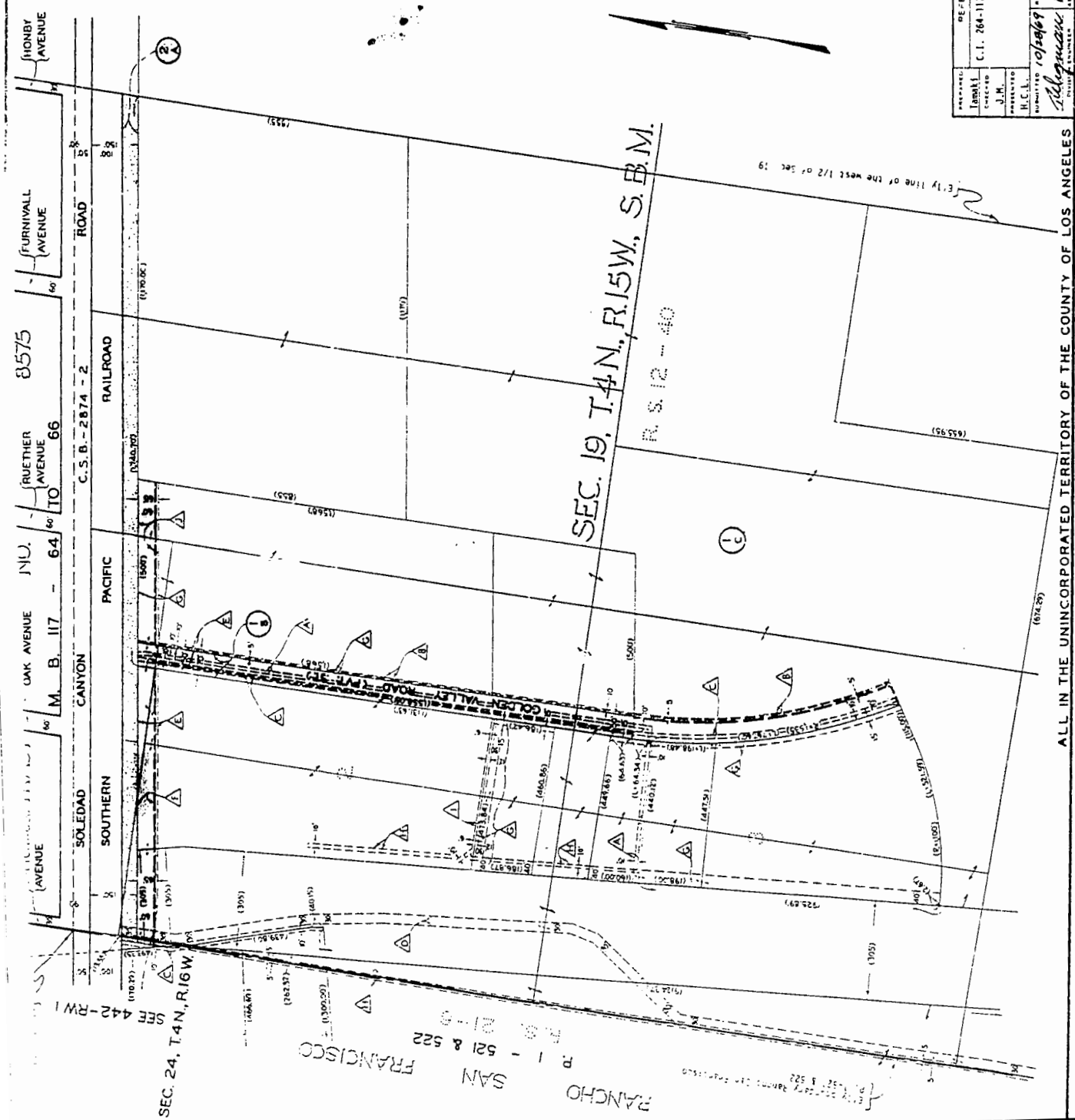
ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

F.M. 21151-1

EXHIBIT "A"

PAR. NO.	GRANTOR	VESTING DEED	DEED TO L.A.C.F.C. recorded
18	GOLDEN TRIANGLE CORPORATION	OR D1392-387	EASE. - OR D4647-176
19			EASE. - OR D4647-176
20	SOLEDAD INDUSTRIAL PARK	OR D95-370	EASE. - OR D4647-183

FOREIGN EASEMENTS		
SYM.	GRANTEE	PURPOSE
△	COUNTY OF LOS ANGELES	OR D1445-768
△	THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY	OR D3510-750
△	SOUTHERN CALIFORNIA GAS COMPANY	OR D7186-49
△	MT-SHEAR CORPORATION	OR D3441-655
△	AMERICAN ART AGENCY, INC.	OR D2723-188
△	GOLDEN TRIANGLE CORPORATION	OR D3873-453
△		OR D2704-167
△		OR D3250-819
△		OR D3295-962
△		OR D3295-964
△		OR D4385-376
△	SOUTHERN CALIFORNIA Edison COMPANY	OR D2644-218
△		OR D3354-937
△	EDISON COMPANY	OR D3937-608
△		OR D849-336



APPROVED	DATE	RECORDED	INDEXED	FILED
Jan 11	10-18-67	10/20/69	10/20/69	10/20/69
RECORDED	INDEXED	FILED	APPROVED	DATE
10/20/69	10/20/69	10/20/69	10/20/69	10/20/69
C.I. 264-117				
SANTA CLARA YARD				
DATE 9-11-69 SCALE AS SHOWN				
NO. 442 - RW 2				

FM. 2 11 51 - 2

EXHIBIT "A"

SANTA CLARA YARD 1A

Includes Parcel No. 1B

442-RW 1 and 2

A.P.N. 2836-016-018 (Portion)

2836-016-025 (Portion)

2836-016-904 and 905

2836-016-907 (Portion)

2836-017-025 and 279

2836-017-048 (Portion)

2836-017-Golden Triangle Rd. (Por)

2836-017-Ruether Ave. (Portion)

T.G. 4551 (C3)

I.M. 264-117

Fifth District

M9824005

LEGAL DESCRIPTION

All of those parcels of land in Section 19, Township 4 North, Range 15 West. S.B.M., and in the Rancho San Francisco, as shown on map recorded in Book 1, pages 521 and 522, of Patents, in the office of the Recorder of the County of Los Angeles, described in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded in Book D4647, page 176, of Official Records, in the office of said recorder.

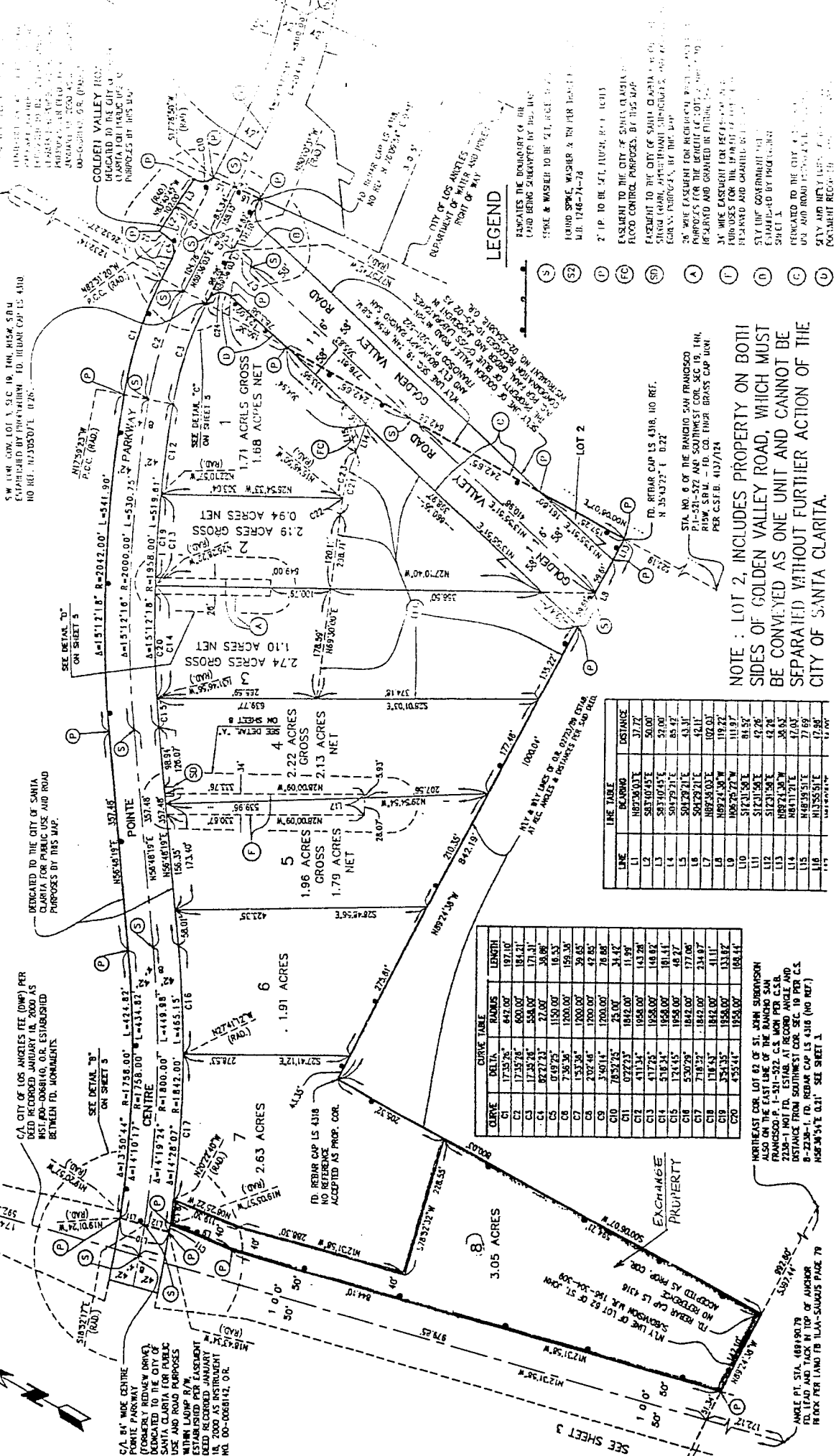
EXHIBIT "B"

SCALE: 1" = 100'

TRACT NO. 42670-03

IN THE CITY OF SANTA CLARITA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CURVE	DELTA	POINTS	LENGTH
C1	141°12'	400.00'	100.55'
C2	141°12'	400.00'	100.55'
C3	103°58'11"	400.00'	78.54'
C4	104°19'48"	75.00'	45.57'



CURVE	DELTA	POINTS	LENGTH
C1	173°57'26"	642.00'	197.10'
C2	173°57'26"	600.00'	184.31'
C3	173°57'26"	558.00'	171.41'
C4	87°22'31"	22.00'	38.00'
C5	87°22'31"	150.00'	16.53'
C6	73°38'34"	160.00'	19.35'
C7	133°38'34"	160.00'	39.85'
C8	230°48'34"	1700.00'	47.85'
C9	340°14'34"	1700.00'	78.86'
C10	78°52'23"	75.00'	34.42'
C11	78°52'23"	1642.00'	11.99'
C12	417°34'34"	1958.00'	143.28'
C13	417°34'34"	1958.00'	143.28'
C14	518°34'34"	1958.00'	191.41'
C15	124°45'34"	1958.00'	48.27'
C16	520°29'34"	1842.00'	17.00'
C17	718°23'34"	1842.00'	23.87'
C18	118°45'34"	1842.00'	41.11'
C19	375°45'34"	1958.00'	131.17'
C20	435°45'34"	1958.00'	131.17'

LINE	BEARING	DISTANCE
L1	N87°30'01"E	37.77'
L2	S83°10'45"E	50.00'
L3	S83°10'45"E	52.00'
L4	S83°10'45"E	89.47'
L5	S83°10'45"E	43.31'
L6	S83°10'45"E	102.03'
L7	N87°30'01"E	119.22'
L8	N87°30'01"E	119.22'
L9	N87°30'01"E	119.22'
L10	N87°30'01"E	119.22'
L11	N87°30'01"E	119.22'
L12	N87°30'01"E	119.22'
L13	N87°30'01"E	119.22'
L14	N87°30'01"E	119.22'
L15	N87°30'01"E	119.22'
L16	N87°30'01"E	119.22'

NOTE: LOT 2, INCLUDES PROPERTY ON BOTH SIDES OF GOLDEN VALLEY ROAD, WHICH MUST BE CONVEYED AS ONE UNIT AND CANNOT BE SEPARATED WITHOUT FURTHER ACTION OF THE CITY OF SANTA CLARITA.

LEGEND

- 1. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 2. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 3. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 4. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 5. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 6. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 7. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 8. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 9. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 10. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 11. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 12. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 13. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 14. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 15. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 16. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 17. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 18. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 19. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.
- 20. BOUNDARY OF LOT 2, BEING SUBDIVIDED BY THE CITY OF LOS ANGELES.

NORTHEAST COR. LOT 62 OF ST. JOHN SUBDIVISION
ALSO ON THE EAST LINE OF THE RANCHO SAN FRANCISCO, P. 1-531-532, C.S. MON. PER C.S.B.
2238-1 NOT TH. ESTAB. AT RECORD ANGLE AND DISTANCE FROM SOUTHWEST COR. SEC. 16 PER C.S.
8-2238-1, TO REAR CAP IS 4316 (NO REF.)
N85°54'51"E 621' SEE SHEET 1

MOLE PT. STA. 489+90.79
TO LEAD AND TACK IN TOP OF ANCHOR
N85°54'51"E 621' SEE SHEET 1

SANTA CLARA YARD 8
442-RW 3
A.P.N. 2836-068-009
T.G. 4551 (C3)
I.M. 264-117
Fifth District
M9824005

LEGAL DESCRIPTION

PARCEL NO. 6F (Fee)

Lot 8, Tract No. 42670-03, as shown on map filed in Book 1275, pages 37 to 42, inclusive, of Maps, in the office of the Recorder of the County of Los Angeles.

Containing: 3.05± Acres

EXHIBIT "D"

WHEN RECEIVED MAIL THIS
DOCUMENT AND TAX STATEMENT TO:

EXHIBIT

"E"

Spirit Properties LTD.
23120 Lyons Avenue
Newhall, CA 91321
Attn: Mr. Larry Rasmussen

Space Above This Line Reserved for Recorder's Use

Document transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Assessor's Identification Numbers:
2836-016-018, 025, and 907 (Portions)
2836-016-904 and 905
2836-017-025 and 279
2836-017-048 (Portion)
2836-017-Golden Triangle Road (Portion)
2836-017-Ruether Avenue (Portion)

By: _____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, does hereby remise, release, and forever quitclaim to SPIRIT PROPERTIES LTD., a California corporation, all its right, title, and interest in and to the real property in the City of Santa Clarita, County of Los Angeles, State of California, described in the Legal Description attached hereto and by this reference made a part hereof.

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without right of entry to the surface of said land.

Dated _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chairman, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

SANTA CLARA YARD	1EX
Includes Parcel 1EX.1	
442-RW 1 and 2	
S.D. 5	M9824005

OAG:in:P:Conf:qcdSANTA CLRA1EX.doc

By _____
Deputy

NOTE: Acknowledgment form on reverse side

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 20_____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

APPROVED as to form
LLOYD W. PELLMAN, County Counsel

By _____
Deputy

APPROVED as to title and execution,

_____, 20_____.
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

MARTIN J. YOUNG
Supervising Title Examiner III

By _____

EXHIBIT
"E"

SANTA CLARA YARD 1EX

Includes Parcel No. 1EX.1

442-RW 1 and 2

A.P.N. 2836-016-018 (Portion)

2836-016-025 (Portion)

2836-016-904 and 905

2836-016-907 (Portion)

2836-017-025 and 279

2836-017-048 (Portion)

2836-017-Golden Triangle Rd. (Por)

2836-017-Ruether Ave. (Portion)

T.G. 4551 (C3)

I.M. 264-117

Fifth District

M9824005

LEGAL DESCRIPTION

(Quitclaim of both fee and easement)

All of those parcels of land in Section 19, Township 4 North, Range 15 West, S.B.M., and in the Rancho San Francisco, as shown on map recorded in Book 1, pages 521 and 522, of Patents, in the office of the Recorder of the County of Los Angeles, described in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded in Book D4647, page 176, of Official Records, in the office of said recorder.

EXHIBIT

"E"

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attn: Mapping & Property Mgmt. Division
R/W Engineering Section

EXHIBIT
"F"

Space Above This Line Reserved for Recorder's Use

Document transfer tax is \$ _____
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Assessor's Identification Number:
2836-068-009(Portion)

By _____

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, SPIRIT PROPERTIES LTD., a California corporation, does hereby grant to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, all the real property described in the Legal Description attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, on _____, 20_____, SPIRIT PROPERTIES LTD., a California corporation, has caused this Grant Deed to be executed by its duly authorized officers pursuant to its by-laws or pursuant to a resolution adopted by its board of directors.

SPIRIT PROPERTIES LTD.,
a California corporation,

By _____
President

(Corporate Seal)

By _____
Secretary

SANTA CLARA YARD	6
442-RW 3	
S.D. 5	M9824005

OAG:in
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NOTE: Acknowledgment form on reverse side

EXHIBIT
"F"

On _____, before me, _____,
the undersigned, personally appeared _____
(insert name and title)

WITNESS my hand and official seal.

(Seal)

ACKNOWLEDGMENT FORM (FOR COUNTY USE ONLY)

(Seal)

By _____

ASSISTANT DEPUTY DIRECTOR
Mapping & Property Management Division

SANTA CLARA YARD 6
442-RW 3
A.P.N. 2836-068-009
T.G. 4551 (C3)
I.M. 264-117
Fifth District
M9824005

LEGAL DESCRIPTION

PARCEL NO. 6F (Fee)

Lot 8, Tract No. 42670-03, as shown on map filed in Book 1275, pages 37 to 42 inclusive, of Maps, in the office of the Recorder of the County of Los Angeles.

Containing: 3.05± Acres

EXHIBIT
"F"

EXHIBIT G
District Property to be Moved

Buildings:

1.	<u>8</u>	x	<u>20</u>	size	<u>metal container</u>
2.	<u>8</u>	x	<u>20</u>	size	<u>metal container</u>
3.	<u>8</u>	x	<u>20</u>	size	<u>metal container</u>
4.	<u>8</u>	x	<u>40</u>	size	<u>metal container</u>

Additional items:

1. Furniture and materials from all buildings and metal containers.
2. Hazardous materials container.
3. Communications equipment.
4. Communications pole.
5. Office equipment and computer.

EXHIBIT H
New Improvements

Description	Quantity	Unit Type
Site Work		
Grading	114,000	SF
4" Class 2 Base	60,750	SF
3" Asphalt Paving	69,863	SF
4" Gravel/Yard	39,950	SF
Fencing	1,410	LF
Chain Link Gates	2	EA
Parking Lot Striping	1	LS
Survey	1	LS
Concrete		
Foundation Slabs	5,200	SF
Curb	490	LF
Ribbon Gutter	610	LF
Parkway Drain	1	LS
Drive Approach	867	SF
Utilities		
2" Water w/Back Flow	800	LF
8" Water w/Back Flow	410	LF
8" Sewer PVC	700	LF
Electric Conduit	780	LF
Phone Conduit	980	LF
Gas Line	780	LF
Cable TV	780	LF
Parking Lot Lights	9	EA
100 Amp Sub Panel	1	LS
400 Amp Panel	1	LS
Trailer Hook Up	1	LS
Edison Power Fees	1	LS
Phone Fees	1	LS
Gas Co Fees	1	LS
WCUS	1	LS
Remove and relocate radio antenna	1	LS
Remove existing phone system	1	LS
Install existing Phone and radio	1	LS
System w/no up grade	1	LS
Landscape		
Landscaping & Irrigation	7,000	SF
Buildings		
Temp office trailers	3	MO

EXHIBIT I
Specifications

Description	Quantity	Unit Type	Specifications
Site Work			
Grading	114,000	SF	as shown on grading plan
4" Class 2 Base	70,000	SF	as shown on site plan
3" Asphalt Paving	70,000	SF	as shown on site plan
4" Gravel/Yard	40,000	SF	Lower yard
Fencing	1,410	LF	6' H chain link with 3 strands barb wire
Chain Link Gates	2	EA	1 entry gate 20' double drive (c/l) and 2 12' minimum double drive gates (c/l) in lower yard
Parking Lot Striping	1	LS	as shown on site plan
Concrete			
Foundation Slabs	5,200	SF	as shown on site plan
Curb	490	LF	as shown on site and bldg plans
Ribbon Gutter	610	LF	as shown on site and bldg plans
Parkway Drain	1	LS	as shown on site plan
Drive Approach	867	SF	6" (already constructed)
Utilities			
2" Water w/Back Flow	800	LF	Note: Air, water, electric, and phone or speaker in lower yard
8" Water w/Back Flow	410	LF	
8" Sewer PVC	700	LF	Note: Sewer cleanout in upper yard
Electric Conduit	780	LF	
Parking Lot Lights	9	EA	metal poles
Remove and relocate radio antenna	1	LS	currently on wood pole
Landscape			
Landscaping & Irrigation Per Landscaping Plans	7,000	SF	Per Landscape plan (attached)
Buildings			
Temp office trailers	3	MO	Modular 2 office trailer

[illegible]

CITY OF SALT LAKE
 APPROVED
 FOR
 CLERK AND SALT LAKE
 COUNTY
 CLERK 1120
 UNITED STATES COURT

BY _____ DATE _____

This is to certify and authenticate that on this 14th day of March, 1961, the within and foregoing instrument was duly filed for record in the office of the County Clerk and Recording Station, City of Salt Lake, Utah.

The foregoing of above plates and specifications shall, after it shall be approved or returned as approved of any evidence of the instrument of the City of Salt Lake, be valid.

PREPARED FOR:
XXXXX
XXXXX
XXXXX
ATTN: XXXXX

DATE: 10-20-2017
SHEET NUMBER: C-2
2 of 2 SHEETS

[附註]

SIKAND

[illegible]